

AG Contract No. KR98-2619TRN
ADOT ECS File No. JPA 98-190
Project: RAM 600-0-526 / H 4780 01C
Section: 101L- Agua Fria Freeway
Encanto Boulevard to Camelback Road

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

THIS AGREEMENT is entered into 16 February, 2001, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its CITY MANAGER (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-408 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by City Charter Chapter II, Section 2.(i) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to State's project to relocate utilities on the Agua Fria Freeway from Encanto Boulevard to Camelback Road, the City requests the State incorporate additional and enhanced utility related items at the City's expense, herein referred to as "the Project". The cost of the Project is estimated at \$861,734.00, which includes up to 14% for construction engineering and administration, as shown on Exhibit "A", attached hereto and made a part hereof.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO 24461
Filed with the Secretary of State
Date Filed: 02/16/2001

Rickey Bayless
Secretary of State

By Dick V. Graenewald

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this agreement, invoice the City for the estimated cost of the Project, in an amount estimated at \$989,328.00, as shown on Exhibit "A"

b. Provide to State standards, design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Coordinate with the City and incorporate City design review comments as appropriate.

c. Call for bids and award one or more construction contracts to accomplish the Project on behalf of the City. Administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation on the State's project.

d. Upon completion of the Project, invoice or reimburse the City any difference between the amount initially paid by the City and the actual costs for design and construction plus up to 14% for construction engineering and administration charges. The Project Manager along with the field personnel will prepare a detailed recapitulation of costs to be included with the invoice.

2. The City will:

a. Upon execution of this agreement and receipt of an invoice, pay the State for the estimated cost of the Project, in an amount estimated at \$989,328.00, as shown on Exhibit "A".

b. Review the design documents and provide comments as appropriate.

c. Be responsible for any design consultant or contractor claims for extra compensation attributable to the City.

d. Upon completion of the Project, reimburse the State within 30 days after receipt of an invoice, any difference between the amount initially paid by the City and the actual costs for design and construction plus up to 14% for construction engineering and administration charges.

e. Upon completion and acceptance of the work by the State, provide maintenance to the Project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of the Project and payment; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5 In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6 All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 South 17 Avenue, MD 616E
Phoenix, AZ 85007

City of Phoenix
Water Services Director
200 W. Washington - 9th floor
Phoenix, AZ 85003-1611


7 Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PHOENIX, a Municipal
Corporation, Frank Fairbanks, City Manager

STATE OF ARIZONA
Department of Transportation

By 
MICHAEL GRIZUK, P.E.
Water Services Director

By 
DANIEL S. LANCE, P.E.
Deputy State Engineer

ATTEST

By 
VICKY MIEL
City Clerk

2000 JAN -5 PM 4:07
CITY CLERK DEPT.

98-190a.doc
03Aug00

ADOPTED BY CITY COUNCIL:

DATE: December 13, 2000 - Item No. 116

EXHIBIT "A"

ADOT ECS FILE No. JPA 98-190
 Project: RAM 600-0-526 / H 4780 01C
 Section: 101L - Agua Fria Freeway
 Encanto Boulevard to Camelback Road

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1					
2	WATER MAIN (12") (COP THOMAS ROAD)	L. FT.	1,250	\$104.00	\$130,000.00
3					
4	WATER MAIN (48") (COP INDIAN SCHOOL ROAD) (INCLUDES 72" SLE	L. FT.	921	\$600.00	\$552,600.00
5					
6	SANITARY SEWER (12") (CAMPBELL TO INDIAN SCHOOL)	L. FT.	3,060	\$43.00	\$131,580.00
7					
8	REMOVE EXISTING MANHOLES (12" SANITARY SEWER)	L. SUM	1	\$9,578.00	\$9,578.00
9					
10	NEW MANHOLES (12" SANITARY SEWER)	EACH	11	\$2,100.00	\$23,100.00
11					
12	SUBTOTAL				\$846,858.00
13	C & E - 14%				\$118,560.00
14	TOTAL WITHOUT ANY DESIGN FEES				\$965,418.00
15					
16	CONSULTANT DESIGN FEE (12" SANITARY SEWER)				\$23,910.00
17	TOTAL WITH SANITARY SEWER DESIGN FEE				\$989,328.00

JPA 98-190

RESOLUTION

BE IT RESOLVED on this 6th day of November 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Phoenix for the purpose of defining responsibilities for the incorporation of additional utility related items, at the City's expense, incident to the State's project on the Agua Fria Freeway, 101L.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.



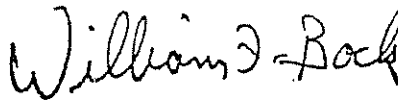
DAVID ALLOCCO, Manager
Engineering Technical Group

for MARY E. PETERS, Director

APPROVAL OF THE CITY OF PHOENIX ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this _____ day of _____, 2000.



ACTING
City Attorney

DLB

**CITY OF PHOENIX
REQUEST FOR COUNCIL ACTION**

Complete this form per O.P. 1.906 and A.R. 4.11.
Refer to the City Council Agenda Process Reference Guide for Assistance

ACTION REQUESTED	Formal Action:		OR	Legal Document:	
	Bid Award	<input type="checkbox"/>		Ordinance	<input type="checkbox"/>
	License Application	<input type="checkbox"/>		Resolution	<input checked="" type="checkbox"/>
	Public Hearing	<input type="checkbox"/>		Emergency Clause?	<input type="checkbox"/>
	Other	<input type="checkbox"/>		(for use only w/ord. or res. requests)	
IMPACTED DISTRICT(S)	DISTRICT 5		ADDITIONAL BACKUP MATERIAL SENT UNDER SEPARATE COVER?		<input type="checkbox"/>
SUBJECT	MODIFICATION TO AGREEMENT 90029 WITH ADOT - INSTALLATION OF WATER LINE ACROSS AGUA FRIA FREEWAY				
REQUESTED AGENDA DATE	12/13/2000	PREPARED BY	Name	Gerry Arakaki	
			Department	Wtr Svcs/Wtr Engineering	
			Phone	261-8229	
APPROVALS	Division Head:		If prepared for another department: Department Name:		
	Department Head:	CAP/JWS/Michael Gritzuk, P.E.			
BID AWARD INFORMATION	Bid Surety Required?	<input type="checkbox"/>	Performance Surety Required <input type="checkbox"/>		
	Submitted by Low Bidder?	<input type="checkbox"/>	Amount? _____		
	Contract Required?	<input type="checkbox"/>	Requisition No. (ADOT1RvR) _____		
CONTRACT INFORMATION	Contract Amendment? <input type="checkbox"/>				
	If Yes, Current Contract No. _____				
	Approved by:	Ordinance <input type="checkbox"/>	Resolution <input checked="" type="checkbox"/>	on Date: 11/10/1999	
		Formal Action <input type="checkbox"/>			
BUDGET INFORMATION	\$ 989,328.00		To Be Encumbered? <input checked="" type="checkbox"/>		
	Source of Funds:		Fiscal Year? 2000-2001		
	Water CIP with Water CIC Bonds (Apvd: DMays & BGerber)[Contingency]				
	Fund Center(s) (SAP-FM):		WS85500089-C		
	Commitment Item(s) (SAP-FM):		510135 (Cnstrctn w/Other Gov Agencies)		
	Availability of Funds Approval Lauri L. Wingenroth				
CITY MANAGER'S OFFICE	Approved by George Britton 12/5/00			CM Control No. 96	
CITY CLERK DEPARTMENT	Council Action Taken: Adopted				
	Ordinance Number:		RCA No.	33666	
	Resolution Number: 19552		Contract No.	90029-001	
	Comments:		Meeting Date	12/13/2000	
			Item No.	116	

ITEM**DISTRICT 5****MODIFICATION TO
AGREEMENT 90029 WITH
ADOT - INSTALLATION OF
WATER LINE ACROSS AGUA
FRIA FREEWAY**

Request to authorize the City Manager to enter into a modified agreement with the State of Arizona Department of Transportation (ADOT) for the installation of a 12-inch water line in Thomas Road and a 48-inch water line in Indian School Road across the proposed Agua Fria Freeway as part of their freeway construction contract.

On November 10, 1999, Council approved Agreement No. 90029 with ADOT for an estimated amount not to exceed \$511,520 for the above-mentioned services. The water line crossings are required to allow for future extensions of the water system to the west Valley areas. Once the freeway construction is complete, the crossings would be difficult and expensive to accomplish. The water line construction by ADOT is now complete, and the actual cost has increased due to the contractor's bid above the estimate, and other costs due to unforeseen site conditions and utility conflicts. The City is responsible for the total cost of the water line construction according to this agreement. The amount of Agreement No. 90029 is modified to an actual cost of \$989,328.

Financial Impact

The modified cost to original Agreement No. 90029 for the water line installations is \$989,328. Funds are available from the Water Capital Improvement Program budget with Water Civic Improvement Corporation Bonds.

Citizen Notification

This is an ADOT project; therefore, citizen notification by the City of Phoenix is not required.

A. G. Contract No. KR98 2300TRN
ADOT ECS File: JPA 98-177
Project: HURF Advance
Section: Fremont/Schultz Pass Roads
TRACS NO : HF011 01R

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
COCONINO COUNTY, ARIZONA

THIS AGREEMENT is entered into 22 February, 2000
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the
"State") and COCONINO COUNTY acting by and through its BOARD OF SUPERVISORS (the
"County")

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-6993(G) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The State has approved the exchange of \$169,740.00 in Highway User Revenue Funds (HURF) to the County for obtaining right-of-way for improvements to Fremont and Schultz Pass, and such funds will be repaid to the State by withholding from the Flagstaff Metropolitan Planning Organization (FMPO) federal funds and the obligation authority for federal funds in the amount of \$216,350.00, during fiscal year 2000.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO 23845
Filed with the Secretary of State
Date Filed: 02/22/00
Letsey Bayless
Secretary of State
Dicky V. Graenewald

II. SCOPE OF WORK

1. The County will:

a. Acquire right-of-way for the improvements contemplated for Fremont Road and Schultz Pass Road. Provide the State suitable documentation of acquisitions together with invoices.

b. Be responsible for any additional funds required to obtain the right-of-way, and for any claims for extra compensation for whatever reason. Comply with all applicable State laws, rules and regulations.

c. Invoice the State in an amount not to exceed \$169,740.00 for reimbursement for the costs of such right-of-way.

2. The State will:

a. Within 30 days after receipt and approval of invoices, advance the County HURF funds in an amount not to exceed \$169,740.00.

b. Withhold from FMPO, federal funds and the obligation authority of federal funds in the amount of \$216,350.00.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no liability under this agreement. The County assumes full responsibility for the acquisition of right-of-way. It is agreed that the State's participation is confined solely to advancing highway user revenue funds; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance under this agreement, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

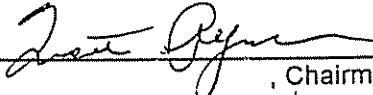
Coconino County
Director for Public Works
5800 E. Commerce Dr.
Flagstaff, AZ 86001

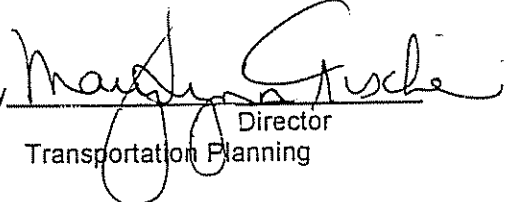
8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

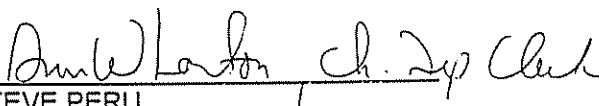
COCONINO COUNTY, ARIZONA

STATE OF ARIZONA
Department of Transportation

By , Chairman
Board of Supervisors 8/2/99

By  Director
Transportation Planning

ATTEST

By  Ch. Sec. Clerk
STEVE PERU
Clerk of the Board

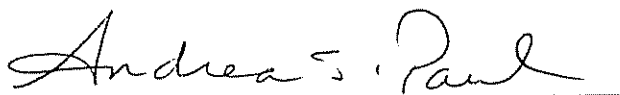
COCONINO COUNTY
STATE OF ARIZONA

I, Andrea S. Paul, Deputy Clerk of the Coconino County Board of Supervisors do hereby certify that the attached is a true and correct copy of the minutes for the Board of Supervisors Regular Meeting held Monday, April 3, 2000:

CONSENT AGENDA: Upon motion made by Supervisor Babbitt, seconded by Supervisor Chabin and carried unanimously, the Board approved the Consent Agenda as follows:

Public Works: Amendment #1 to the Intergovernmental Agreement between the State of Arizona and Coconino County for the Highway User Revenue Funds advancement on the Fremont/Schultz Pass Roads project.

Amendment #1 to the Intergovernmental Agreement between the State of Arizona and Coconino County for the Lake Mary Road construction project.

A handwritten signature in cursive script that reads "Andrea S. Paul". The signature is written in dark ink and is positioned above a horizontal line.

Andrea S. Paul
Deputy Clerk of the Board
Coconino County Board of Supervisors



JANE D HULL
Governor

MARY E. PETERS
Director

ARIZONA DEPARTMENT OF TRANSPORTATION

INTERMODAL TRANSPORTATION DIVISION
JOINT PROJECT ADMINISTRATION
205 South 17th Avenue - Room 293E, Mail Drop 616E
Phoenix, Arizona 85007

13 March 2000



EDWARD D. WRIGHT
State Engineer

E. JACK HAMMITT
Joint Project
Administrator

Mr. Jim Stalnaker, Director
Coconino County Public Works
5800 E. Commerce
Flagstaff, AZ 86001

Re: Project: HR011 01R
Section: Fremont/Schultz Pass Roads
Agreement JPA 98-177
Amendment No. 1

Dear Jim:

An error in the production of the above referenced agreement has resulted in the omission of a maintenance responsibility. To contractually address the issue, we may use this instrument as amendment number 1.

Therefore, so much of paragraph of II.1.d is added:

"...d. Upon completion of the project, provide maintenance to the County portion of the right-of-way outside the State right-of-way." All other terms and conditions of the agreement remain the same.

To properly memorialize this amendment, and to insure a meeting of the minds, please indicate your concurrence of this amendment in the space provided below and return one original of this instrument to the undersigned at the above address to the attention of Mail Drop 616E. Questions may be directed to the undersigned at (602) 255-8369 or Mr. Panielowitz at 255-7109.

Sincerely,

E. Jack Hammitt, CPM
Joint Project Administrator

Concur for Coconino County:

By

Date 4-3-00
(date)



JANE D HULL
Governor

MARY E PETERS
Director

ARIZONA DEPARTMENT OF TRANSPORTATION

INTERMODAL TRANSPORTATION DIVISION
JOINT PROJECT ADMINISTRATION
205 South 17th Avenue - Room 293E, Mail Drop 616E
Phoenix, Arizona 85007



EDWARD D WRIGHT
Deputy Director

E JACK HAMMITT
Joint Project
Administrator

11 January 2001

Mr. Jim Stalnaker, Director
Coconino County Public Works
5800 E. Commerce
Flagstaff, AZ 86001

Re: Project: HR011 01R
Section: Fremont/Schultz Pass Roads
Agreement JPA 98-177
Amendment No. 2

Dear Mr. Stalnaker:

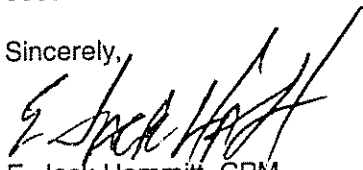
Changes to the above referenced agreement (enclosure) are warranted to accommodate additional project developments. We may use this instrument as amendment #2.

Therefore, the following is **added** as section II.1.d "Upon payment for same, transfer to the State in fee title rights-of-way required for the Project acquired by the County on behalf of the State. Under separate agreement with the City of Flagstaff, provide the City (the lead agency for the construction of the Project) construction funds required for the Project."

The following is **added** as section II.2.c "Pay the County for the cost of right-of-way acquired on behalf of the State, in the amount of \$102,816.00."

All other terms and conditions of the agreement remain the same. To properly memorialize this amendment, and to insure a meeting of the minds, please indicate your concurrence of this amendment in the space provided below and return one original of this instrument to the undersigned at the above address to the attention of Mail Drop 616E. Questions may be directed to the undersigned at (602) 712-8369 or Mr. Danelowitz at 602-712-7109.

Sincerely,


E. Jack Hammitt, CPM
Joint Project Administrator

Concur for the Coconino County:

By 

Date 1-23-01
(date)



JANE D. HULL
Governor

MARY E. PETERS
Director

ARIZONA DEPARTMENT OF TRANSPORTATION

INTERMODAL TRANSPORTATION DIVISION
JOINT PROJECT ADMINISTRATION
205 South 17th Avenue - Room 293E, Mail Drop 616E
Phoenix, Arizona 85007



EDWARD D. WRIGHT
Deputy Director

E. JACK HAMMITT
Joint Project
Administrator

13 February 2001

Mr. Jim Stalnaker, Director
Coconino County Dept. of Public Works
5600 E. Commerce
Flagstaff, AZ 86004

Re: ADOT ECS File 98-177
Project: Fremont/Schultz Pass Roads
Amendment No. 3

Dear Mr. Stalnaker:

Changes to the above referenced agreement (enclosure) are warranted to accommodate additional project developments. Previous amendments (#1 and #2) to the agreement, if considered, will confuse the intent of the agreement as we would necessarily be amending amendments. Therefore, the content of amendments #1 and #2 are reproduced and incorporated herein, and, as a consequence, amendments #1 and #2 are null and void. We may use this instrument to accomplish a 3rd and final amendment, which will ultimately be the only one considered and applicable to the agreement.

Therefore, so much of paragraph II.1.d is added in applicable part "...d. Upon completion of the Project, provide maintenance to the County portion of the right-of-way outside the State right-of-way." Moreover, so much of paragraph II.1.e is added "... Upon payment for same, transfer to the State in fee title rights-of-way required for the Project acquired by the County on behalf of the State. Under separate agreement with the City of Flagstaff, provide the city (the lead agency for the construction of the Project) construction funds required for the Project." Lastly, so much of paragraph II.2.c is added "...Pay the County for the cost of right-of-way acquired on behalf of the State, in the amount of \$137,004.00."

All references in the agreement to \$169,740.00 are changed to read \$149,413.00, and all references in the agreement to \$216,350.00 are changed to read \$190,441.00.

To properly memorialize this amendment, and to insure a meeting of the minds, please indicate your concurrence of this amendment in the space provided below and return one original of this instrument to the undersigned at the above address to the attention of Mail Drop 616E. Questions may be directed to the undersigned at (602) 712-8369 or Mr. Danelowitz at 712-7109.

Sincerely,

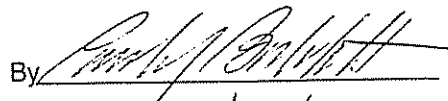

E. Jack Hammitt, CPM
Joint Project Administrator

Concur for Coconino County:

By

Date

(date)


3/19/01